

**THE INDIANA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.
REVIEW COMMITTEE**

IN RE: SOUTHPORT HIGH SCHOOL
BOYS BASKETBALL DECISION OF
NOVEMBER 18, 2019

**EXPEDITED HEARING
REQUESTED**

PERRY TOWNSHIP'S NOTICE OF APPEAL AND APPEAL STATEMENT

Dated: November 22, 2019

BARNES & THORNBURG LLP

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INTRODUCTION

On November 18, 2019, the IHSAA publicly removed Southport High School from the 2019-20 IHSAA Boys' Basketball Tournament Series. Ex. A. The Commissioner described an alleged "egregious violation," as a "high school coach w[rote] a check to pay the tuition for a student from out of the country." Ex. B.

Despite the claimed "obvious[ness]" of Southport's violation, Ex. B, the reality of the situation is much more complex. Student N.P.L. was brought to the United States at the hands of a felon, Ray Truitt. Truitt obtained legal guardianship over N.P.L. and claimed to be a "coach" from the United States. In actuality, he is an individual with a criminal record who has repeatedly attempted to bring boys from the Congo to the United States, with limited success.¹ Truitt treated N.P.L. badly, and N.P.L. was afraid of him. Truitt moved N.P.L. around to different houses, offering varying excuses for doing so. He shopped N.P.L. to at least three schools within two months. He refused to turn over N.P.L.'s passport. Eventually, Truitt abandoned N.P.L. in Perry Township, leaving N.P.L. without a place to live.

Perry Township teachers and administrators took emergency action to ensure N.P.L.'s safety. They contacted N.P.L.'s mother, and she transferred the guardianship of N.P.L. to a generous and caring Perry Township teacher and his wife who have extensive experience with foreign exchange students. They contacted the police to obtain the return of N.P.L.'s government documents. And—because Truitt did not pay the federally-required cost reimbursement for N.P.L.'s F-1 visa—a basketball booster non-profit held a fundraiser to allow N.P.L. to remain in America and learn English.

When the President of the boosters—Coach Eric Brand—signed this check, he knew that, per Perry Township policy, N.P.L. would not be eligible to play varsity sports. Brand did not care. He wanted N.P.L. to learn English, to attend college, and to have a safe and stable place to live in the United States.

None of the players on the varsity basketball team had anything to do with N.P.L.'s troublesome journey to the United States or the remedial steps the district took after N.P.L. was in crisis. Their expulsion from the IHSAA tournament,

¹ Counsel has learned through public record searches that Truitt has a criminal record, including a felony. See Exhibit Q.

hosted at their own school, unfairly punishes them for something that they did not even know about.

Simply put, this is not a story of basketball recruiting. It is the story of a caring community banding together to support a person in crisis. The decision of the Commissioner to banish Southport High School from the tournament—when Southport obtained absolutely *no* competitive advantage from the mistakes made—is arbitrary, unfair, illogical, and this aspect of the punishment should be reversed.

STATEMENT OF STATUS AS AN AFFECTED PARTY

Pursuant to Rule 17-4.1(a), Perry Township states that it is an Affected Party. Southport High School, part of Perry Township, is a member School, and the IHSAA decision of November 18, 2019 was specifically directed at the School. Ex. A.

STATEMENT OF DECISION APPEALED

Perry Township appeals the IHSAA's decision to remove Southport High School from the 2019-20 IHSAA Boys' Basketball Tournament Series. Ex. A at 2, ¶ 4.

REQUEST FOR "ALTERNATIVE DATE" EXPEDITED HEARING

Pursuant to Rule 17-4.3, Perry Township respectfully requests an "Alternative Date" expedited hearing. Perry Township stands ready to remit the required \$250 fee at the Committee's convenience.

PROVISION OF SUMMARY OF TESTIMONY UNDER OATH

Per Rule 17-4.4, Perry Township incorporates by reference the Exhibits hereto as the "written Summary Statement[s] under oath, of the testimony to be given by the witness[es] relied upon by a party to the appeal."

STATEMENT OF REDACTION FOR STUDENT PRIVACY

In contravention of the law, policy, and common practice, the IHSAA released numerous documents with N.P.L.'s full name. *See, e.g.*, Exhibit A. Perry Township takes student privacy seriously, as required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g *et seq.*, and it will not participate in this practice. Therefore, Perry Township has redacted all student names in all Exhibits hereto, and it has used students' initials in this brief. At the same time as this brief with redacted Exhibits is submitted to the

Committee, Perry Township will submit unredacted Exhibits in a sealed envelope marked “CONFIDENTIAL.” Perry Township requests that these unredacted documents remain under seal with the Committee and not be disseminated in any way. The electronic version of this brief will not contain the “CONFIDENTIAL” attachments, but it will contain the redacted version of those attachments.

STANDARD OF REVIEW

The Committee is “not bound by the decision of the . . . Commissioner, and shall make its decision in the matter based upon the facts and information presented to it.” Rule 17-4.5(h). Aside from this *de novo* standard, no particular legal guidance is provided for the Committee in the Rules. However, other sections of the Rules may provide useful guideposts, including the Rules’ suggestion that decisions may be reversed if the IHSAA has acted in a way that is “not a fair and logical interpretation of application of the IHSAA’s rules,” or that is “arbitrary [or] capricious.” Rule 17-10.5(c)(1–2).

APPEAL STATEMENT

I. FACTUAL BACKGROUND

A. Ray Truitt’s First Plan: To Bring Two Students Over From the Congo on an F-1 Visa Without Paying the Federally-Required Cost Reimbursement.

In February 2019, Ray Truitt began his plan to bring students from the Congo to the United States so they could play basketball. Ex. C ¶ 6. Presenting himself as a deacon in his church, Truitt spoke with Thomas Wright, a Perry Township orchestra teacher who has hosted more than forty foreign exchange students over the years. *Id.* ¶¶ 2, 4, 6. He described a plan in which two Congolese students would merely spend nights at Wright’s home, while Truitt maintained guardianship and drove the students to basketball practices throughout the evenings and weekends. *Id.* ¶ 7. Wright rejected this plan, as his exchange students are a part of his family, eating dinner together and attending Mass each Sunday. *Id.*

Undeterred, Truitt decided to speak to the Assistant Superintendent of Perry Township schools, Robert Bohannon, regarding his plot. Bohannon is Perry Township’s designated immigration liaison with the United States Immigration Authority. Ex. D ¶ 4. Truitt informed Bohannon that he wished to bring students

from the Congo to the United States on an F-1 visa, a type of educational exchange visa issued by the United States government. *Id.* ¶ 9.

Bohannon explained to Truitt that such an F-1 visa requires reimbursement to the school district of certain costs. *Id.* Indeed, F-1 visa holders enrolling at a public secondary school must “pay the school the full cost of education by repaying the school system for the full, unsubsidized, per capita cost of providing the education to him or her,” and schools may not waive this requirement for a high school student. Ex. E (Department of State website) at 1, 3.

Upset, Truitt emailed Bohannon and accused him of being wrong regarding the reimbursement requirements. Ex. D ¶ 10, Ex. F (“That is not true at all.”). But needing to move forward with his scheme, Truitt presented Bohannon with an alternative, absurd, and fraudulent plan wherein: (1) Truitt would present the Township with a check; (2) Bohannon would photograph the check in his Immigration Authority role; (3) Bohannon would submit this photograph to the United States government as proof of payment of the required F-1 visa cost reimbursement; and (4) Bohannon would decline to cash the check. Ex. D ¶ 10. Bohannon “informed Truitt that this was fraud” and that neither he nor the district would “engage in such behavior under any circumstance,” and so these two students would not be coming to Perry Township on an F-1 visa. *Id.*

His plan for Perry Township defeated, Truitt moved on to Clark County. He contacted Jennifer Brown, the Dean of Students of Rock Creek Community Academy (RCCA). Ex. G ¶ 3. Truitt claimed he was purchasing a home near RCCA, and asked Brown to write F-1 visa applications on the students’ behalf. *Id.* ¶ 4. Brown did not know that the government had already denied these students an F-1 visa, and, once again, the government denied their applications.

B. Ray Truitt’s Second Plan: To Bring N.P.L. to the United States by Any Means Necessary.

Truitt’s first plan had failed. But he found hope: he “witnessed N.P.L. participate in basketball on a YouTube video” filmed in the Congo. Ex. H at 1. Truitt quickly “arranged to fly N.P.L. to the United States and presumably paid for this transportation.” *Id.* He obtained guardianship over N.P.L. from N.P.L.’s mother, but, even in that guardianship document, made clear that N.P.L. would not

be living with Truitt. Ex. I (“I understand that Raymond LaRue Truitt may nor may not be my child’s homestay.”).

Truitt needed a visa for N.P.L. So he reached back out to Brown of RCCA, asking her for another F-1 visa application. Ex. G ¶ 5. Truitt told Brown that N.P.L. would live with him in his new home near RCCA. *Id.* Brown wrote the application, and N.P.L. was awarded an F-1 visa bearing the name Rock Creek Community Academy. *Id.* But N.P.L. never appeared at RCCA. *Id.* ¶ 6. Shortly before N.P.L. was to arrive, Truitt contacted Brown and told her that he did not obtain his house because he was going through a divorce. *Id.*

Instead, Truitt rented a house within Perry Township borders and enrolled N.P.L. as a freshman at Southport High School. Ex. D ¶ 11. Perry Township schools do not know, nor are they responsible for discovering, the immigration status of their students. *Id.* ¶ 8. Thus, at the time of enrollment, Truitt was able to enroll N.P.L. at Southport “regardless of [his] immigration status” because he was a “student living in its borders.” *Id.* ¶ 11.

It was not until *after* N.P.L.’s enrollment that the issue of N.P.L.’s visa came to light. Truitt attempted to transfer N.P.L.’s F-1 visa from RCCA to Southport, again without paying the required F-1 visa cost reimbursement. *Id.* ¶ 12; Ex. J ¶ 12. Truitt once again attempted to circumvent the required reimbursement in discussions with Bohannon. Ex. D ¶ 12. And Bohannon once again instructed Truitt that this was “impossible, and that a student not reimbursing the district would not get a visa, and would be considered undocumented by the immigration authorities.” *Id.*

C. Truitt Learns that Perry Township Will Enforce the Rules, Which Will Make N.P.L. Ineligible to Play Varsity Basketball, So Truitt Tries to Find a New School for N.P.L.

Bohannon reiterated another fact to Truitt during these discussions about N.P.L.: Per Perry Township practice and policy, F-1 visa students do not have full eligibility, and cannot play on varsity teams. Ex. D ¶ 13. This rule has been in place since 2013, and is communicated by the Assistant Superintendent to coaches and athletic directors. *Id.* ¶ 6. Despite a lack of clear guidance from the IHSAA on the eligibility of F-1 visa students, Perry Township has enacted this rule as a

conservative measure in order to comport with the spirit of the IHSAA regulations and to comply with the purpose of the F-1 academic visa. *Id.* ¶ 7.

This reality angered Truitt. Ex. J ¶ 12. He kept N.P.L. home from school for a week and then withdrew N.P.L. from Southport altogether.² *Id.* Truitt may have brought N.P.L. to California during this time to try to “change schools” and “audition or ‘try out’ for a basketball team in California.” Ex. K ¶ 7. But that school did not have facilities for French speakers, so N.P.L. would be unable to communicate. *Id.*

D. Truitt Brings N.P.L. Back to Perry Township, But Starts Treating N.P.L. Badly and Scaring Him, So the Southport High School Staff Steps In.

Eventually, N.P.L. came back to Southport High School. Ex. J ¶ 13. By then, however, Truitt had begun treating N.P.L. “badly,” yelling at him and threatening to take him back to the Congo. Ex. K ¶ 3. N.P.L. became so afraid of Truitt that he stopped asking him for things. *Id.* N.P.L.’s teachers began to notice: they could tell that he was not his normal self, that his body language was different, and that he was timid around Truitt. Ex. J ¶ 13. In short, he “seemed like a worn down and confused young man, and he often missed school.” *Id.*

These teachers recognized that N.P.L. was in crisis. Ex. J. ¶ 14; Ex. C ¶ 10. His teachers also knew that Southport was the best place for him: it has robust English language learning programs with extensive resources and is a welcoming place. Ex. D ¶ 5; Ex. J ¶ 4. Matters began to get worse—Truitt, acting “erratically,” contacted Coach Eric Brand and requested that the Wrights take N.P.L. in for at least two months, purportedly so that Truitt could attend to his dying mother in Michigan. Ex. C ¶ 9. The Wrights saw Truitt’s erratic behavior and learned that

² When N.P.L. enrolled at Southport as a freshman, he had never attended another high school. Truitt’s withdrawal and re-enrollment does not constitute a “transfer” or loss of eligibility within the meaning of Rule 19.2, as N.P.L. was simply absent for several days from Southport High School and did not attend another school, let alone fifteen or more school days.

N.P.L. “had been bouncing from house to house and did not have a stable place to sleep.” *Id.* ¶ 10.

These two teachers, Thomas Wright and Eric Brand, took action to help N.P.L. The Wrights accepted N.P.L. into their home, treating him as a member of the family and bringing him to Mass. *Id.* ¶ 11; Ex. J ¶ 5. The Wrights eventually received custody of N.P.L. from his mother in the Congo, who also revoked Truitt’s guardianship, ordering him to have “no contact” with N.P.L. Ex. L.

At the same time, Brand realized that N.P.L. would not be able to remain in the United States with his F-1 visa if the legally required cost reimbursement was not paid. Ex. J ¶¶ 14–15. Brand was very concerned with creating stability in N.P.L.’s educational life and providing him with a stable home and learning environment—and he realized that finalizing the F-1 visa would be the way to do this. *Id.*

As the President of a non-profit organization that supports Southport’s basketball team, Brand had an opportunity to assist N.P.L. to ensure that this stability could materialize. *Id.* ¶ 14. He went to the Board of his non-profit, and that Board voted to fundraise for N.P.L. to pay for his cost reimbursement. *Id.* They raised enough money, and Brand, as President, signed the check to finally get N.P.L. a lawful F-1 status. *Id.*

Critically, Brand *knew at this time* that signing the check “made it impossible for N.P.L. to play varsity basketball for Southport High School” under Perry Township policy and practice. *Id.* ¶ 15; see Ex. D ¶¶ 6–7, 13. As Brand knew, this check “eliminated N.P.L.’s eligibility to play varsity basketball.” Ex. J ¶ 15. He signed it anyway, because he “believed that it was in N.P.L.’s best interest to obtain a visa to remain in the United States and to have a stable and supportive home and learning environment.” *Id.*

E. Truitt Finds Out and Becomes Vindictive, So School Officials Report Him to the Police and to the Department of Homeland Security.

When Truitt discovered that N.P.L.’s mother gave custody of N.P.L. to the Wrights, Truitt became upset. He retained an attorney to threaten the school district, referencing outdated and superseded Congolese documents. Ex. M. He refused to return N.P.L.’s government documents, including passport, to N.P.L. or to the Wrights, even at police request. Ex. C ¶ 12. And he continued to act

“erratically” and “suspiciously.” Ex. C ¶ 10; Ex. G ¶ 7. The Wrights have reported Truitt to the police, and Jennifer Brown of RCCA has reported Truitt to the U.S. Department of Homeland Security. Ex. C ¶ 13; Ex. G ¶ 7.

F. After N.P.L. Finally Settles Into a Stable Home Environment, the IHSAA Banishes the Entire Boys’ Basketball Varsity Team—Of Which N.P.L. Was Not a Part—from the Tournament.

On November 18, 2019, the IHSAA banned the Southport High School varsity basketball team from the Tournament due to Perry Township’s purported undue influence on N.P.L. Ex. A. This is so even though N.P.L. was at all times ineligible for the varsity basketball team as an F-1 visa recipient. Ex. D ¶¶ 6–7, 13; Ex. J ¶¶ 6, 9, 15.

The students on the varsity basketball team had nothing to do with N.P.L.’s journey to America, and had nothing to do with Truitt—they have done nothing wrong. Ex. N ¶ 3; Ex. O ¶ 2; Ex. P ¶ 5. Perry Township Schools have nothing to do with Truitt, other than the fact that he rented a home within township borders and was disappointed by the application of consistent policy to questions Truitt posed. The Southport teenagers are extremely disappointed and upset by the IHSAA’s decision to prohibit them from playing in the tournament they have been working toward for four years. Ex. N ¶ 4; Ex. O ¶ 3; Ex. P ¶ 3–4.

II. ARGUMENT

A. The Decision Should Be Reversed Because the Very Undue Influence That Purportedly Brought N.P.L. to Southport High School Destroyed His Eligibility to Play Varsity Sports.

The IHSAA has banned Southport High School’s varsity boys’ basketball team from the Tournament for recruiting N.P.L. through the use of undue influence, *i.e.*, the payment of N.P.L.’s required F-1 visa cost reimbursement. Ex. A. This draconian punishment is arbitrary, unfair, and illogical.

First, N.P.L.’s enrollment at Southport High School predated the boosters’ payment or the discussion of their payment of the mandatory F-1 visa cost reimbursement. Ex. D ¶ 11; Ex. J ¶¶ 7, 12–14. Rule 20-1 prohibits the recruitment or attempted recruitment “of a *prospective* student” “through the use of undue

influence.” Rule 20-1. It defines undue influence as the “act of *encouraging* or inducing a *prospective* student to attend a school for athletic purposes.” *Id.* N.P.L. was not a prospective student. He was a student. He did not need to be encouraged to go to Southport High School. He already went there. The boosters’ payment of the mandatory F-1 visa cost reimbursement was completely unrelated to N.P.L.’s basketball career. Ex. J ¶ 14. The boosters paid the mandatory fee because they felt N.P.L. was “in crisis” and need to “have a stable home and learning environment.” *Id.* Southport had not encouraged Truitt to bring N.P.L. to Perry Township in any way; to the contrary, Perry Township Schools enraged Truitt by following the law and informing him that N.P.L. could not play varsity basketball if here on an F-1 visa.

Second, and more simply, the payment of the mandatory F-1 cost reimbursement, by definition, could not have “encourag[ed] or induc[ed]” N.P.L. to attend Southport High School for the athletic purpose of playing on the varsity boys’ basketball team. Rule 20-1. When the mandatory F-1 cost reimbursement was paid and N.P.L.’s F-1 visa thereby became final, N.P.L. instantly became *ineligible* to play varsity sports for Southport. Ex. D ¶¶ 6–7, 13; Ex. J ¶¶ 6, 9, 15. Coach Brand—the person signing the check and the person in charge of the varsity team—knew this at the time. Ex. J ¶ 15.

Tellingly, if Coach Brand *had* wanted to maintain N.P.L.’s varsity eligibility, he could have. There is no Southport or IHSAA regulation or policy that prevents an undocumented individual from playing on a varsity team; Brand could have just declined to write the check and allowed N.P.L. to live in the United States without a visa. *Id.* But Brand “never cared if N.P.L. played high school basketball.” *Id.* ¶ 10. He wrote the check to provide a stable home and learning environment for N.P.L. and to ensure N.P.L. was removed from an erratic home environment. *Id.* ¶¶ 14–15.

N.P.L. enrolled at Southport before the payment was made. He could not have been unduly influenced by the payment. And even if he could have been, the very team that is being punished here could never have had N.P.L. in its ranks *because of that very payment*. The Commissioner’s decision should be reversed.

B. The Decision Should Be Reversed Because There Was No “Free Or Reduced Tuition, Room or Board For the Prospective Student.”

Rule 20-1 establishes as *prima facie* evidence of undue influence the offer or acceptance of “[f]ree or reduced tuition.” Rule 20-1(d)(2). The Rule plainly contemplates its application to “schools which charge tuition,” as it allows those schools to adjust tuition for children of faculty members and to administer objective financial aid programs. *Id.* Tuition is a “sum of money charged for teaching.” *Tuition*, OXFORD LEXICO DICTIONARY.

The Immigration and Nationality Act requires F-1 visa holders enrolling in a “public secondary school” to “reimburse[] the local educational agency that administers the school for the full, unsubsidized per capita *cost* of providing education at such school.” 8 U.S.C. § 1184(m)(1)(B)(i) (emphasis added). “The plain language of the statute shows that Congress deliberately treated private school F-1 visa holders differently from their public school counterparts.” *Pa. Int’l Acad., LLC v. Fort LeBoeuf Sch. Dist.*, 725 F. App’x 91, 96 (3d Cir. 2018). Private school F-1 visa students must demonstrate that they can pay the *tuition* of the private school, *id.* at 95, while public school F-1 visa students must be able reimburse that school for the *cost* of their education. *Id.* at 95–96.

Here, the IHSAA based its decision to prevent Southport High School’s boys’ basketball team from playing in the tournament on Rule 20-1(d)(2), the free tuition rule. Exhibit A. But Southport High School is not a “school which charge[s] tuition.” Rule 20-1(d)(2). It does not “charge[]” a “sum of money” for “teaching.” *Cf. Tuition*, OXFORD LEXICO DICTIONARY.

The sum required by 8 U.S.C. § 1184(m)(1)(B)(i) is not “tuition.” It is a cost reimbursement required to obtain an F-1 visa, not to attend school. *Id.*; *see Fort LeBoeuf*, 725 F. App’x at 95–96. Students may attend classes at Southport High School “regardless of their immigration status,” if they do not pay the required F-1 visa cost reimbursement, they will still receive an education from Perry High School. Ex. D ¶¶ 11, 12. This is because “F-1 visas are separate and apart from enrollment.” *Id.* ¶ 12.

The boosters’ payment or nonpayment of N.P.L.’s F-1 visa reimbursement had no effect on N.P.L.’s enrollment at the school. He would have received a high-quality education either way. The payment was not for “tuition,” and it had no “inducement” effect. The IHSAA’s decision to the contrary should be reversed.

C. The Decision to Punish the Varsity Basketball Team Was Arbitrary and Capricious, As the Students on the Varsity Basketball Team Had Nothing to Do With This Controversy and Stood to Gain Nothing From the Teachers' Actions.

To be sure, Coach Brand made a mistake. His signature on the check was a technical violation of Rule 20-1, as N.P.L. had limited eligibility as an F-1 visa holder and could have played on a non-varsity team. The Township has admitted this technical violation, and has suspended Coach Brand and implemented remedial steps. Ex. R. Perry Township does not appeal the IHSAA's acceptance of this penalty.

But Perry Township does appeal the IHSAA's decision to punish the *varsity* basketball team for this mistake. Nowhere does the IHSAA allege that N.P.L. was going to play on the varsity basketball team during his freshman year. Nor could it; the coaches and administrators all knew that N.P.L. was ineligible to play on the varsity team due to his F-1 status. Ex. D ¶¶ 6–7, 13; Ex. J ¶¶ 6, 9, 15. Yet the IHSAA has chosen to punish that varsity team for N.P.L.'s bad fortune.

In short, if the “punishment does not fit the crime,” that punishment may be “so harsh as to be arbitrary and capricious.” *Boyce v. United States*, 543 F.2d 1290, 1291 (Ct. Cl. 1976); see *Young v. Hampton*, 568 F.2d 1253, 1264 (7th Cir. 1977); cf. Rule 17-10.5(c)(1–2). In this case, the IHSAA has punished the varsity basketball team for a mistake made in the context of crisis. But that mistake brought the varsity basketball no competitive advantage and no potential for a competitive advantage.

The students on the team have been working for their entire basketball careers to get a chance to play in this tournament. Ex. P ¶ 3. Three seniors noted how they take great pride in their school and their community, are especially proud of their part in enhancing the school's sense of spirit, and are extraordinarily disappointed in the IHSAA's decision. Ex. N ¶ 4; Ex. O ¶ 3; Ex. P ¶ 3–4.

The IHSAA's penalty was arbitrary and capricious given the technical violation that occurred. The decision should be reversed.

III. CONCLUSION

The Commissioner seems to recognize that innocent bystanders have been caught in the IHSAA's wake.

The only regret I have in this thing is there are some Southport kids who are not going to be able to play in our basketball tournament. I hear the argument that there are innocent kids involved in this type of situation. There are also adults who could have done something to stop this and who could have provided better oversight and better leadership. That didn't occur.

Exhibit B (citation omitted) (quoting Commissioner Cox).

The Commissioner posits that the adults in this scenario “could have done something to stop this” in order to avoid punishment for the team; since those adults did not “do something,” the whole team must be disciplined. *Id.*

But Robert Bohannon did something. He followed the law as a United States Immigration Official in refusing to enact Truitt's fraudulent scheme. He properly trained his coaches and athletic directors, informing them that F-1 visa holders may not play varsity sports.

Eric Brand did something. When he saw a student in distress and in crisis, he stepped up and ensured that student would have a stable home and learning environment. He raised funds for that student's visa so that he could stay in America. He signed the check for those funds, even though this cemented the fact that N.P.L. would not be on the varsity basketball team.

Thomas Wright did something. He took in N.P.L. as a member of his family, saving him a seat at the dinner table and bringing him to Mass every week. Wright has done this for forty-two exchange students over a period of decades, looking out for each as his own.

Sadly, Ray Truitt also did something. He took a young man who did not speak English from the Congo to the United States and treated him badly. He did not follow the immigration law in doing so. When caught, instead of paying the mandatory F-1 reimbursement fee he was so desperate to avoid, he simply abandoned N.P.L.

The IHSAA has weighed these "somethings" and has come out against Perry Township. The undersigned respectfully suggest that this was in error. The faculty and staff of Southport High School acted at all times in the best interest of N.P.L., and the contorted scenario of "undue influence" described by the IHSAA simply could not have happened. The decision to banish the boys' basketball team from the Tournament should be reversed.

Dated: November 22, BARNES & THORNBURG LLP
2019

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing and its attachments were transmitted
pursuant to Rule 17-4.4 via:

Hand delivery to: 9150 North Meridian Street, Indianapolis, 46260

and

Email to: bcox@ihsaa.org (without “CONFIDENTIAL” attachments)

This 22nd day of November, 2019.

/s/ Kara M. Kapke